



indigenous consumer guide

an information handbook to help Indigenous people understand their consumer rights

Disclaimer

While reasonable steps have been taken to ensure the information in this guide is accurate, you should not rely solely on that information and no liability will be accepted for any loss or damage if you do so. This is a guide only and does not take the place of sound legal advice. You should seek legal advice if you need assistance in relation to your particular circumstances.

If you need interpreting help, telephone:
Translating and Interpreting Service – 131 450.

ISBN 0 642 60269 7

© Australian Capital Territory, Canberra 2008

This work is copyright. Apart from any use as permitted under the *Copyright Act 1968*, no part may be reproduced by any process without written permission from Library and Information Management, Urban Services, ACT Government, PO Box 249, Civic Square ACT 2608.

Enquiries about this publication should be directed to the Office of Regulatory Services on (02)6207 3000

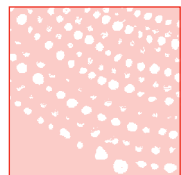
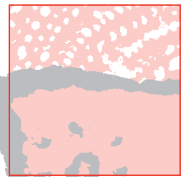
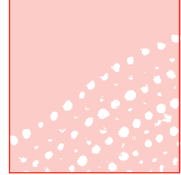
Publication No. 08/0791

<http://www.act.gov.au>

Telephone: Canberra 13ACT1 or 132281

Contents

Introduction	1
General consumer advice.....	3
Buying a motor vehicle	4
Motor vehicle repairs.....	7
Purchasing with credit.....	9
Renting	11
Moving house.....	13
Home safety and personal security.....	14
Insurance.....	15
Pre-paid funerals.....	16
Scams	18
Door-to-door traders	20
Household repairs and itinerant traders.....	23
Personal computers.....	25
Connecting to the internet	27
Internet shopping.....	28
Refunds and warranties	29
Mobile phones	32
Pursue your rights – making complaints.....	34
Useful contacts	36





A Message from the ACT Attorney General, Simon Corbell MLA

Have you experienced a problem when trying to return an item to a store for a refund?

Have you received poor service from a tradesperson?

Do you know what to look for when buying a used car?

Have you been approached by a door-to-door trader?

These are just some of the many issues that confront all consumers, as well as Indigenous Australians.

Sometimes after you have made a purchasing decision - whether it is to buy a new fridge or renting a home - something may go wrong. As a consumer, there is action you can take to remedy the situation.

What you need to know are your rights and obligations, as well as the rights and obligations of traders.

The Office of Regulatory Services has prepared an 'Indigenous Consumer Guide' that provides information about making the best possible purchasing decisions. It also provides information about how to deal with those things that can go wrong.

While one publication cannot possibly cover all consumer topics, the Guide addresses the main issues that commonly cause problems for Indigenous Australians in our community.

The best advice I can give you is to think carefully before proceeding with any large purchase.

I urge you to keep the Guide handy, refer to it often and become a 'smart consumer'.

Yours sincerely

Simon Corbell MLA
Attorney General

Introduction

The Australian Bureau of Statistics indicates there are over 460,000 Indigenous people currently living in Australia.

Data collected by the Indigenous Consumer Assistance Network (ICAN) reveals that Indigenous people often fall prey to unscrupulous used car dealers, finance companies, telemarketers and door-to-door salesmen.

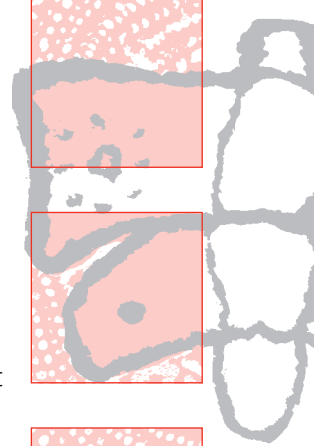
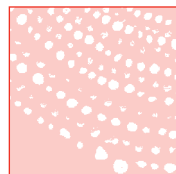
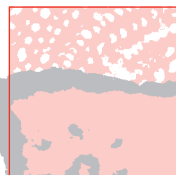
The advice in this guide is designed to help you select products in a range of categories, and to provide you with the knowledge and confidence to purchase the best product for you. This advice is accompanied by information that will help you to deal with situations where the products and services you buy do not perform to a level that you should be able to expect from them.

All Australian consumers are protected by a range of Commonwealth, State and Territory laws. These laws are designed to allow consumers to purchase safe products that perform acceptably with regard to their price and any promises made by the manufacturer.

There are also laws that apply to protect consumers from discriminatory acts such as refusing service on the ground of race, gender, colour or religion. For further information on the Discrimination Act in the ACT contact the Human Rights and Discrimination Commissioner on 6205 2222.

The strongest protection a consumer has is their ability to choose carefully and wisely from the large number of choices that are available.

Planning a purchase, selecting with care, and watching your personal budget, will decrease your chances of making an unwise purchase, leading to unpleasant or difficult circumstances.



This guide is designed to provide Indigenous consumers with information about making smart purchasing decisions for a range of products in a wide range of situations. The most valuable advice that can be given to a consumer is to make purchasing decisions carefully and in a comfortable time frame. If you have any doubts about a purchasing decision, think carefully before going ahead.

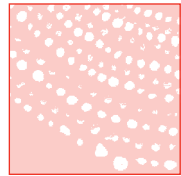
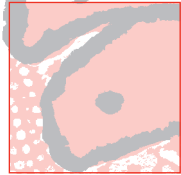
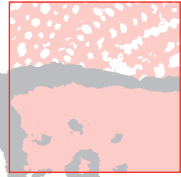
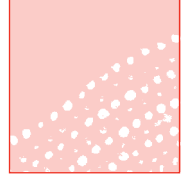
General consumer advice

General hints for smart shopping

Consumers who are smart shoppers consider their purchases carefully, are responsible with their money and know their rights.

To avoid disappointments:

- **Don't buy on impulse** – many sales assistants will make you think an offer is only available for an extremely short period of time. Generally, you can reach a deal by being given more time.
- **Research before you buy** – there is a huge amount of product information and reviews on the internet. Journals such as Choice publish product reviews; many major newspapers will often test and review a range of consumer products and newsagents are full of magazines that test and report a huge selection of consumer products. The experiences of friends are also a valuable product guide.
- **Shop around** – check prices and options from retailers, in catalogues and advertisements, and on the web. Get at least two or three quotes or prices before making a decision. Be mindful that buying from the web could come with issues around after sales service and returns and repairs.
- **Ask lots of questions** – don't assume anything about a product or the warranty and service protection that come with it. Ask questions of the retailer, and if they can't give you the answers, feel free to call the manufacturer.



Buying a motor vehicle

If you asked 100 people about their most troublesome consumer decisions, many would suggest that buying a car is near the top of the list.

Purchasing a motor vehicle usually raises the following issues: Brand? Model? Colour? Warranty? Trade in? New or used? Private buyer, licensed dealer or auction? Maybe even buying online? Insurance? Finance? Affordability?

Do your homework:

- Ask yourself what type of car you need.
- Research what the vehicle is worth (don't take the salesperson's word for it) and shop around at a number of dealerships before you buy. Check out www.redbook.com.au
- Look at the pros and cons of buying the car from a dealership, at auction or by private sale.
- If you require finance, search for the best loan to suit your budget. You do not have to use the finance company associated with the car dealer.

Don't sign the contract until you have:

- Seen the car and taken it for a test drive.
- Made sure the car dealer is licensed with the Office of Regulatory Services.
- Checked that the car is registered and has a roadworthy certificate.
- A REVS check to ensure the car does not have outstanding money owed on it by its previous owner. Visit www.revs.nsw.gov.au
- Checked the contract has a cooling-off period as generally, when buying a used car from a licensed dealer, you have three business days to change your mind provided you don't take ownership of the car.
- Checked on the warranty - if buying from a car dealer you should get a three month or 5,000km warranty for cars less than 10 years or 160,000km.
- The car checked out by a qualified mechanic or motoring organisation.

- Checked the service history for the car if it is a used car.
- Read all documentation before you sign; don't sign anything you don't fully understand – get expert advice if needed, particularly about finance.

Once the contract is signed:

- Get a copy of the registration and contract and keep them in a safe place.
- Have the car registered under your name with Road User Services. You have to do this within 14 days or a late fee will be charged.

Tips:

- Set a budget including an allowance for stamp duty, insurance, registration fees, repayments, and running and maintenance costs.
- Don't rush into a purchase and don't pay a deposit until you're completely satisfied with the deal.
- Before you drive the car away, make sure it is insured.

Stuart purchased a 20 year old used car for \$1000 without having it checked over by a mechanic or looking at the service history. The car hadn't been serviced and was in poor condition. Two months later the car blew a head gasket and needed repairs costing more than the car is worth. Stuart now has no car and no money.

TERMINATING A MOTOR VEHICLE SALES AGREEMENT IN THE COOLING-OFF PERIOD (EXAMPLE ONLY)

Insert your name and address here →

Andy Jones
129 East Street
Southtown ACT 2999

The Manager
XYZ Company
789 West Street
Northtown ACT 2999

← *Insert the name and address of the trader here*

Dear Sir/Madam

On 18 June 2007 I entered into an agreement with your company for the purchase of a (insert car description here) registration number (insert rego number here).

I wish to advise you that I intend to exercise my rights under the cooling-off provisions of s25B of the Sale of Motor Vehicle Act 1977 to terminate this agreement. I draw your attention to this advice being provided within three clear business days of signing the agreement.

I acknowledge that the cost of terminating this agreement will be the greater amount of either \$100 or 1% of the purchase price.

I will contact you to discuss a convenient time for me to visit your premises to collect the balance of my deposit (and insert the description of any vehicle used as part of the deal if this is applicable). If you wish to discuss this matter I can be contacted on (insert your phone number here).

Yours sincerely

Sign your name

Andy Jones
2 September 2007

← *Print your name here
Date the letter here*

Motor vehicle repairs

In the ACT, all motor vehicle repairers must be registered with the Office of Regulatory Services.

When you take your car in for repairs that will cost more than \$150 the repairer must:

- Give you a signed copy of the rights and responsibilities of both parties.
- Provide a written estimate of repairs.
- Obtain your written authority to perform the repairs.
- Take your contact details so they can discuss any additional repairs or extra charges.

Tip:

- If you are not happy with repairs on your vehicle, you should first discuss the problem with the repairer.

As a consumer you must:

- Provide an accurate description of the problems with your vehicle, and a clear explanation of the repairs you want completed.
- If applicable, let the repairer know the maximum amount you want to spend or can afford.
- Give the repairer one or more numbers you can be contacted at during the day and respond to any requests from the repairer.

**UNSATISFACTORY/UNAUTHORISED MOTOR VEHICLE REPAIRS
(EXAMPLE ONLY)**

Insert your name and address here →

Andy Jones
129 East Street
Southtown ACT 2999

The Manager
XYZ Company
789 West Street
Northtown ACT 2999

*Insert the name and address
← of the trader here*

Dear Sir/Madam

On 3 August 2007, I booked my 1995 Mazda 121 in to your workshop to have a leaky radiator repaired.

Since that time, I have continued to experience problems with water leaking from the radiator. I returned the vehicle to your establishment on two occasions, firstly on 10 August and then again on 22 August. Each time I picked up the vehicle, I was assured that my vehicle had been repaired. To this day, my radiator is still leaking and I request it be appropriately repaired as soon as possible.

If I experience further problems, I will have no choice but to take my vehicle to be repaired elsewhere and seek to recover the costs from you.

OR

During the time my vehicle was at your workshop you undertook work that was not authorised by me. I am still dissatisfied with the explanation for why this work was carried out, and also unhappy that I had no option but to pay for the work before I could collect my vehicle. I would like to have the opportunity to come and talk to you about this matter.

Please contact me on (02) 1111 2222 to arrange a suitable time to bring the vehicle in to have the problem rectified (**OR** to discuss why work was undertaken without my authorisation).

Yours sincerely

Sign your name

Andy Jones
2 September 2007

← *Print your name here
Date the letter here*

←
Explain the issues you are having with your vehicle and what you want done about it

Purchasing with credit

Credit is borrowed money or other finance (eg. hire purchase) to be paid back under an arrangement with a lender usually with interest.

Interest is the extra money you repay on top of the money you borrow.

When applying for credit:

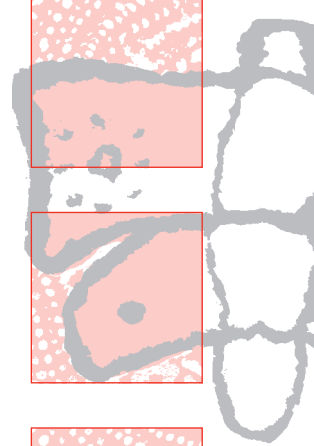
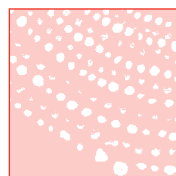
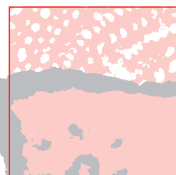
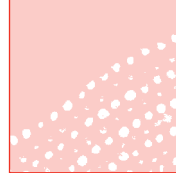
- Ask yourself if you really need to purchase the item with credit and if you can afford it.
- Check to see if you can buy the item with cash instead.
- Shop around for the best credit deal.
- Find out the terms of the credit including fees and charges, annual interest rate, repayments, and whether security is required.

Look out for:

- Very high interest rates.
- Up front fees.
- Lenders who don't have a business address and can only be contacted by mobile phone.

After receiving credit:

- Make sure you receive a copy of the contract.
- Read your statements (loan, credit or savings accounts) and check the information is correct.
- If something unforeseen happens such as you lose your job or fall ill and can't make your repayments then talk to your credit provider as they may be able to help.



Tips:

- Always pay on time to avoid late fees.
- Read the fine print.
- Keep your paperwork in a safe place.

Need help?

Contact the Consumer Law Centre on (02) 6257 1788 if you have questions or need more information about a contract.

Sebastian wanted to go on an overseas holiday so he took out a personal loan. After his holiday Sebastian received a statement in the mail and realised he was paying more in interest than he thought.

Had Sebastian checked the fine print he would have known what the interest rates were and he could have looked around for a better deal.

Renting

If you enter into a residential tenancy agreement in the ACT you are protected by certain laws.

Residential Tenancy Agreement means:

- One or more persons (tenants) enter into an agreement with the owner of the property or a real estate agent to occupy the property and pay for that right.
- A tenant or tenants have a right to occupy the property for use as a residence.
- The property is a house, unit, flat or room.
- A tenancy agreement can be written, oral or a combination of both.

Common terms that apply to tenancy arrangements are:

- **Lessor** – the person who gives a tenant the right to occupy the property.
- **Residential Tenancy Agreement** – an agreement where the lessor gives the tenant the right to occupy a property for residence.
- **Office of Rental Bonds (ORB)** – the independent organisation that holds the bond paid by tenants. The Privacy Act protects the records held by the Office of Rental Bonds.
- **Bond** – if a bond is required as part of the tenancy agreement the maximum payment required cannot be more than the first four weeks rent. The bond is refunded upon the satisfactory completion of a Residential Tenancy Agreement.
- **Tenants' Advice Service (TAS)** – a free service for people renting in the ACT.

If you are a tenant or landlord in the ACT you can obtain a free copy of the 'The Renting Book' on www.ors.act.gov.au. It is compulsory for a real estate agent or landlord to supply a copy to tenants before the Residential Tenancy Agreement is completed.

**LETTER OF ADVICE BREAKING A TENANCY AGREEMENT
(EXAMPLE ONLY)**

Insert your name and address here →

A Smith and A Jones
123 East Street
SOUTHTOWN ACT 2999

Real Estate Company or Landlord
456 West Street
NORTHTOWN ACT 2999

← *Insert the name and address
of the trader here*

↓ *If you do not know the name of the property
manager write Dear Property Manager*

Dear Mr/Ms Property Manager or Landlord

↓ *Insert the address of the property you rent*

RE: 123 EAST STREET

We, Alex Smith and Ashley Jones, of 123 East Street, Southtown advise you of our intention to break the tenancy agreement on the above property [you may wish to include the reason you are breaking the lease, but you do not need to].

We intend to vacate the premises on 30 January 2007 but are able to move out sooner if this suits the next tenant.

We would appreciate your advertising the property as soon as possible and will allow you to show prospective new tenants through the house in our absence provided that you accompany them and advise either of us of the time of the visit. Alternatively, we will show prospective tenants the property by arrangement (out of normal working hours).

You can contact Alex on 0404 222 222 and Ashley on 0404 333 333. Thank you for your assistance in this matter.

Yours sincerely

Sign your name

Alex Smith Ashley Jones

1 January 2007

← *Print your name here
Date the letter here*

Moving house

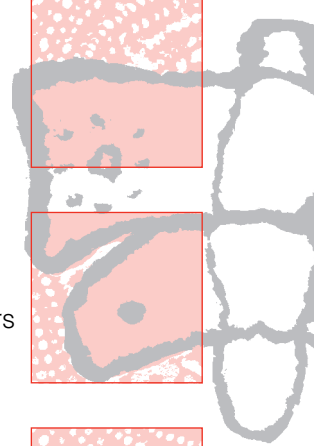
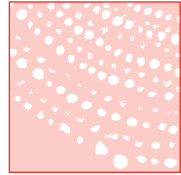
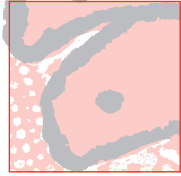
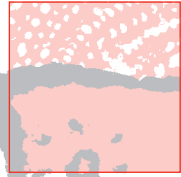
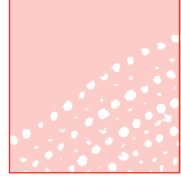
Moving house can be very stressful. Choosing the right removalist for the job is very important and can help reduce the stress.

Do your homework:

- Find out the services the removalist offers. Some removalists offer an entire packing and transport and unpack service, others will provide you with packing cases but they only do the transport and lifting, and others are simply a 'one or two man and a truck' operation.
- Ask friends and relatives for recommendations.
- Ask the company for references and if they belong to a professional association.
- Find out what their insurance covers.

What the contract should include:

- Cost of moving, packing, insurance and storage if required.
- Pick-up and delivery dates.
- Whether sub-contractors will be used at any time during the move.



Home safety and personal security

We all want personal security and protection of our property that we have worked hard for. Home security equipment can only deter thieves and make life difficult for them – it will never stop a serious and well planned raid on your home.

What you can do:

- Install external security doors and deadlocks.
- Install window locks.
- Have an alarm system installed – this can be very expensive if you have a back-to-base system where a security service provider monitors your premises if the alarm goes off.
- Don't keep a copy of your key stored outside your property where thieves could see it.
- Keep doors and windows locked when you are not home.
- Have a good relationship with neighbours so they can watch your house if you are away.

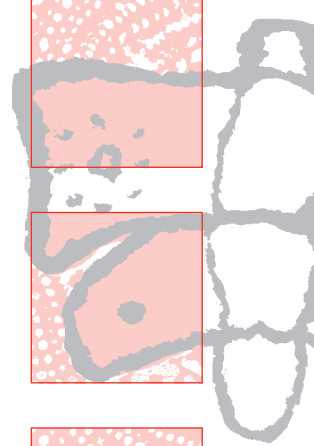
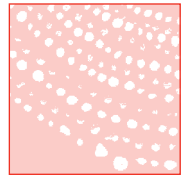
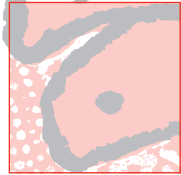
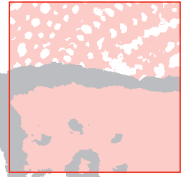
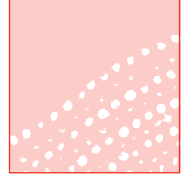
Insurance

Insurance is one of those funny things in life – you spend a heap of money on the chance something terrible will happen, and when it doesn't you think it is a waste of money.

However, talk to anyone who hasn't been insured when they have experienced a personal or property disaster and they will tell you just how hard it is to recover financially and emotionally.

Before taking out insurance:

- Work out what you need in terms of what you want covered.
- Figure out the value of the items you want covered by insurance and what it would cost to replace them.
- Make sure you don't over or under insure.
- Shop around, and don't be afraid to ask for a quote from some insurers and brokers who aren't as well known as others.
- Find out if the insurer will cover specified items, or if they assess the market value if and when a problem occurs.
- Read the terms and conditions of each insurer who gives you a quote. Ask them how their claims work.
- Find out if claims will be resolved and settled quickly.
- Find out if you are required to pay an excess on some or all claims.
- Get recommendations from friends or family who have had a good experience with their insurer.



Pre-paid funerals

In many cases a person will die unexpectedly leaving family and friends to organise a funeral while they are upset and exhausted.

Some people will make arrangements for their funeral to be pre-paid. Pre-paid funeral services are not regulated in the ACT.

In any pre-paid funeral plan, you pay for services at today's prices. The amount paid is invested on your behalf and benefits are paid only on death and are used to pay for funeral or burial expenses.

Before signing anything:

- Be sure you have been provided with all the relevant paperwork.
- Carefully read and understand your rights and obligations.
- Talk to family members.
- If unsure of anything seek professional advice.

Ask lots of questions:

- What happens when prices increase above the amount I have invested?
- Where do you keep your payments and any interest earned?
- What happens if I die in another state or overseas?
- What happens if your company goes bust?
- Can the contract be terminated and under what terms and conditions?
- Can I get a refund if I change my mind, and are there any penalties?

Tip:

- Don't sign anything until you have read the document carefully—including the fine print.
- Check with your funeral director to see whether they offer a cooling-off period.

Helen was approached by a salesperson selling funeral plans. After hearing about the costs of funerals and worrying about leaving this cost to grieving family members, Helen signed up to a funeral plan. The funeral plan was not with a reputable firm and the company went bankrupt two years later. This has left Helen with no funeral plan and no money. Helen should have checked out the company and asked how the company protects her money until the funeral is held.

Scams

Scams are offers that are intended to raise money or obtain personal information through deception, misrepresentation or dishonesty. They are a waste of your time and money.

Look out for offers that:

- Seem too good to be true as they usually are.
- Ask for any personal details including bank account details.
- Ask you to give them cash.

Common scams in Australia:

- Chain letters and pyramid schemes – these will ask you to send small sums of money to several people.
- Nigerian scams – ask you to give your bank account details for a share in money from overseas.
- Uninvited offers, prizes and lottery tickets.
- Computerised gambling systems – software that promises to accurately predict results, usually of horse races and other sports.
- Investment and financial offers – from an unexpected phone call offering an investment opportunity, to an email encouraging you to buy shares that are about to go up based on ‘secret’ information.
- Misleading share promotions and offers – scams that usually come by email or as a message on an internet forum. The messages will encourage you to buy shares in a company that they predict is about to increase in value.
- Amazing weight-loss offers.
- Employment offers that promise a lot of income for not a lot of work.
- Miracle medical cures – these exploit people who have a medical condition or who are worried about their health.
- Fake Online Pharmacy – these use the internet and spam emails to offer drugs and medicine at very cheap prices or without the need for a prescription from a doctor.

Protect yourself:

- Learn how to identify scams.
- Don't give out your name, phone number and bank account details to anyone.
- Do not open, respond or forward suspicious emails—delete them immediately.
- Report the scam (call the Office of Regulatory Services on 6207 3000 and warn friends and family in your area).

Tip:

- Remember if it's too good to be true, it probably is.
- There are no get-rich-quick schemes: the only people who make money are the scammers.
- DELETE every unexpected or uninvited email you receive.

Need help?

Get online and check out the SCAMwatch Website www.scamwatch.gov.au. The aim of SCAMwatch is to provide information to consumers about how to recognise, avoid and report scams. "The Little Black Book of Scams" is also a very useful publication and is available from The Office of Regulatory Services or the Australian Competition and Consumer Commission (ACCC).

Door-to-door traders

Door-to-door traders are traders who go from door to door to sell their wares or who telephone you to sell their goods or services. Door-to-door traders will use many tactics to try and get an on-the-spot decision from the people they visit. These may include a “one-off never to be repeated” price if you decide now, the promise of a quick job with a prompt start date or a generous discount for cash.

When can they call?

There are time restrictions on uninvited calls. Unless an appointment has been made calls can only be made between:

- 9am-8pm on weekdays
- 9am-5pm on weekends and public holidays.

No calls are permitted on:

- Christmas Day
- Good Friday
- Easter Sunday.

Protect yourself:

- Ask the caller who they represent and for their ID.
- Write down the caller’s contact details.
- Shop around – find out the full costs including delivery charges.
- Never sign a contract unless you’re sure you want the product and you know what you’re getting yourself into.
- Ask the salesperson to leave if you are not interested.
- Don’t pay any money until after the 10 day cooling-off period.

Cooling-off period

A 10 day cooling-off period applies to any door-to-door sales contract for goods or services costing more than \$50. During the cooling-off period no goods or services should be delivered or commenced, and no money should change hands.

You do not have these rights if you:

- Contact a trader and invite a salesperson to your home.
- Answer a general advertisement, such as one in a newspaper, a telephone directory or a catalogue, that results in a salesperson visiting your home.
- Enter a competition where the fine print conditions ask you to give permission for the trader to enter your home to demonstrate goods.
- Are a business and the contract relates to business purchases.

Joe had a door-to-door trader come to his door to sell vacuum cleaners. The vacuum cleaners seemed like a good deal so Joe purchased one. The next day Joe did some research and found that it was not a good deal. Joe was able to cancel the contract during the cooling-off period and he got his money back.

Tips:

- Use the 10 day cooling-off period to think about whether you really want the product/offer. Door-to-door traders count on signing you up quickly.
- Say NO if you don't want the product/offer.

Need help?

Call the Office of Regulatory Services on 6207 3000 for a free weather proof "*No Door-to-Door Traders*" sticker for your letterbox or gate. You can also list your home phone and mobile numbers on the Australian Government Do Not Call Register by going online <https://www.donotcall.gov.au/>.

ADVICE ON CANCELLING A DOOR-TO-DOOR SALES AGREEMENT OR CONTRACT (EXAMPLE ONLY)

Insert your name and address here →

Jo Jones
125 East Street
Southtown ACT 2999

XYZ Store
789 West Street
Northtown ACT 2999

← *Insert the name and address of the trader
who visited your home*

Dear Manager

I wish to cancel the sales agreement/contract for the supply of the (INSERT DESCRIPTION OF PRODUCTS OR SERVICES HERE). I signed this agreement/contract on (INSERT DATE OF AGREEMENT).

Your representative explained to me that I have a 10 day cooling off period to consider the deal offered, and I am exercising my rights to withdraw from the deal in that period.

I understand the Door-To-Door Trading Act 1991 establishes those cooling-off rights.

I would appreciate that there be no further contact about this matter.

Yours faithfully

Sign your name

Jo Jones
10 October 2007

← *Print your name here
Date the letter here*

Household repairs and itinerant traders

You are protected from door-to-door traders who carry out repairs or offer to do trade work valued at more than \$50.

What they are required to do:

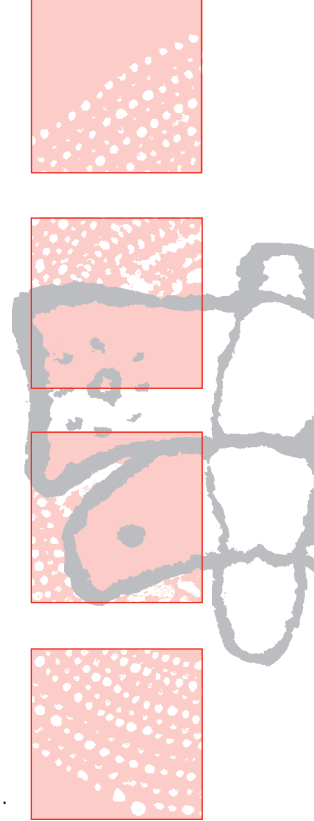
- Provide you with written contracts.
- Produce identification and state the reason for their call.
- Not harass you in any way.

Look out for tradespeople who:

- Call uninvited.
- Ask for cash payments.
- Do not supply proper receipts or contracts.
- Have easily removable signs on their trucks (or none at all).
- Have a load of 'left over' materials they're willing to sell cheaply.
- Cannot provide identification or a current occupational licence.
- Try to win your sympathy by telling you a hard luck story.

What you should do:

- Ask to see a current occupational licence – no licence, no job!
- Don't pay cash, don't let the tradesperson take you to a bank and don't pay a deposit.
- Be particularly wary of a request for a deposit for the purchase of materials.
- Obtain a written contract which lists the full price, what will be done and the date it will be completed.
- Always demand a receipt with the trader's name and street address on it.
- For large work get a number of quotes and recommendations.



Tips:

- Don't deal with a trader who won't leave a quote, or refuses to do so because their special deal is only available there and then.
- If you sign an agreement for work to be done by a trader who has called, there is a 10 day cooling off period in which no work can be done and no payment can be made.

Any concerns you have about the conduct of an itinerant trader should be reported to the Office of Regulatory Services on 6207 3000.

Jim offered to paint Tania's house for a good price as he had some paint left over from a previous job. Tania paid a deposit of \$500 and Jim said he would come and paint next week. Jim didn't show up and Tania cannot contact him as he gave fake contact details. The Office of Regulatory Services – Fair Trading and the Police think Jim has skipped town. Tania should have gone with a reputable painter, should have sought recommendations from friends and family and should have sought quotes to have the work done.

Personal computers

There are a wide variety of personal computers available. They offer the promise of communication, knowledge, entertainment and convenience.

Common things personal computers are used for:

- Shopping online.
- Paying bills.
- Playing music.
- Playing videos.
- Looking at and storing photos.
- Sending and receiving emails.
- Chatting online to friends.
- Research.

Tips:

- Upgrading an existing computer can be risky and should be done by someone who knows what they are doing.
- If buying a used computer, have it checked thoroughly by an expert before you hand over any money.
- Thoroughly check the warranty conditions and what you are able to do without cancelling the warranty.

Where to purchase a personal computer:

- **Department stores** – they usually sell name brands with proven reputations, generous warranty policy, and good prices.
- **Home furniture and electrical appliance stores** – prices will be competitive and name brands are usually promoted. They are likely to carry more accessories than a department store, so you could get a better package deal.

- **Computer retailers** – will offer both name brands and tailor make a system for your situation. A computer retailer will usually provide ongoing assistance.
- **Computer markets** – offer very few brand products and many of the traders leave town when the sale finishes. Be careful if buying here.
- **Online** – this will lead you to some of the most famous brands on the market, and may also take you to lesser known products and suppliers. A beginner shopping online should probably stay with the brand sellers. Shop here with care, particularly if moving away from the known brands. Warranty claims can be delayed if you shop online.

Connecting to the internet

The internet allows you to enjoy the convenience of sending and receiving emails and increase your knowledge from websites across the world.

Things to consider:

- The type of connection available to you such as Dial-up, ADSL Broadband or wireless.
- If you connect through Dial-up you can't make or receive phone calls when on the internet.
- The speed of sending and receiving information is much slower with Dial-up.
- Choose a reputable Internet Service Provider.

Questions you should ask your Service Provider:

- What technical support is there and what hours is it available?
- Will you provide me with more than one email address?
- Does your system have 24 hour access?
- Will my phone connection to the ISP be a local untimed call or will I be charged at an STD rate? It is wise to get this arrangement in writing.
- What will I be charged if I go over my download limit?
- Do unused downloads carry over to the next month?

Internet shopping

Internet shopping is on the increase due to competitive prices and the opportunity to shop at any time. However, there are a number of risks with shopping on line and you should be aware of these risks and how to protect yourself.

What you should be looking for:

- **Know the Business** – Check the company has a physical address and phone number.
- **Know the Product** – Make sure the product is legal and will work in Australia.
- **Check the Contract** – Are the terms and conditions OK? Is the refund policy clear? Are the delivery arrangements satisfactory?
- **Check the Cost** – Look for hidden extras like currency conversion, taxes, customs duties, delivery fees, packaging and postage.
- **Check for Privacy** – How will your personal details be used? Only provide your personal information if satisfied.
- **Confirm the Order** – You should be given the chance to confirm or reject your order before paying.
- **Keep Records** – Print out your order before sending and make note of any reference numbers. Ask for a tax invoice or receipt.
- **Pay Securely** – Use websites your browser recognises as secure – look for an unbroken key or padlock.
- **Resolve Problems** – Contact the trader and resolve problems ASAP.
- **Look out for Scams** – “If it looks too good to be true - it probably is!”

Refunds and warranties

Traders should not display signs that say 'No Refunds' because, sometimes you can get a refund (see below).

Everything you buy must do its job properly and last a reasonable time depending on its price.

Before you buy:

- Take care and choose wisely when shopping.
- Think carefully about the item and what you want it to do.
- Shop around and look for the best deal – compare the quality and price.
- Check the condition of the goods carefully.

You ARE entitled to a refund if:

- The goods are faulty when you bought them and didn't know.
- The goods are different and do not do the job you were led to believe they would.
- Do not match the salesperson's or advertisement's description.

Dianne bought a new pair of boots. When she got them home she saw that the sole on one of the boots was broken. Dianne didn't think she could return them as the store had a sign saying "no refunds or exchanges". As Dianne didn't know that the boots were damaged when she bought them she was able to get a refund or exchange the boots.

Tips:

- Find out what the store policy on refunds is before you buy.
- Always keep your receipts.

REQUEST FOR REFUND (EXAMPLE ONLY)

Insert your name and address here →

Al Jones
125 Right Street
Southtown ACT 2999

The Manager
XYZ Company
789 West Street
Northtown ACT 2999

← *Insert the name and address of the trader here*

Dear Sir/Madam

I am writing to seek a refund for a lounge suite I purchased at your store on 12 February this year.

The furniture was delivered three days ago, approximately four weeks after the purchase date and I was shocked to notice damage to the frame.

The arm of the lounge is separating from the rest of the frame and I am sure with any further use it will fall off. I feel the goods are not of merchantable quality as such a problem should not develop through ordinary use of a lounge, especially within the first week. The chair also makes squeaking noises when the arm rests are used for support when someone gets up from the chair.

I would like a refund on the entire suite as I do not feel the lounge is sturdy in any way. The lounge I sat on in your store did not squeak or seem unsteady. I expect the same quality in what I purchase.

Please contact me (state your deadline here) on (02) 6211 1111 or after hours on (02) 6211 2222. I trust this matter will be dealt with promptly as we are now without seating in our lounge room.

Yours sincerely

Sign your name

Al Jones
2 March 2007

← *Print your name here*
Date the letter here

←
*Explain the reason(s) for
wanting the refund*

You are NOT entitled to a refund if you:

- Change your mind or no longer want the goods or service.
- Realise you can't afford it.
- Find the same item or service at a cheaper price elsewhere.
- Knew about a fault before you bought it.
- Were responsible for causing the fault.
- Chose the wrong size colour or type of service.
- Insisted on the service being done if you have been warned it would not meet your needs.

If things go wrong:

- Stop using the goods.
- Return the goods to the store or call the service provider as soon as possible.
- Take the receipt with you when returning the goods.

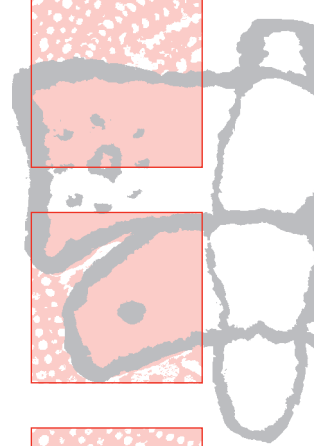
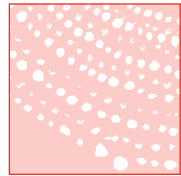
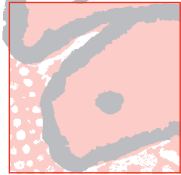
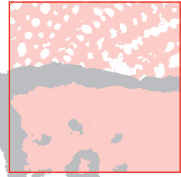
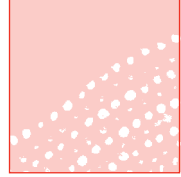
Warranties – what everyone is entitled to:

Traders must take responsibility for warranty issues and not refuse to take action. You cannot be fobbed off to the manufacturer.

Any reasonable transport costs to be paid to return faulty goods under warranty are not your responsibility.

You are protected under Statutory Warranties – a legal minimum requirement traders are bound by. These requirements are:

- The goods must be of a basic level of quality and performance with consideration to their price and how they are described.
- The goods must be suitable for any particular purpose you told the supplier you wanted them for when you went to buy them, or a purpose that is obvious from the circumstances in which the sale took place.
- The goods you have bought must match any sample or description that was provided to you.
- The supplier must explain clearly any legal restrictions on ownership to you before the sale.



Mobile phones

Mobile phones can be very handy, but they can also be very expensive. There are a large number of choices including call plans and pre-paid arrangements.

Pre-Paid Plans:

- You pay an amount of money in advance and when that has expired you can no longer use the phone until you have paid more money.
- Individual calls are usually more expensive than on a plan however you can monitor and manage your costs.

Call Plans:

- You pay a monthly fee to access the network.
- You pay for calls on top of the monthly fee.
- There is no limit to the amount of calls you can make so this option can be very expensive and quickly get you into debt.

Things to consider before signing a contract:

- Understand what you need to use the phone for.
- Set yourself a budget and only get the services you can afford.
- Shop around to compare prices, services and plans.
- Are there any hidden fees and charges?
- Does the network offer wide mobile coverage – will it work in your area?
- What type of warranty does the phone have?
- What happens if your phone is defective, lost or stolen?
- Are there any costs if you change or break the contract?
- Take the contract away and read the fine print.
- Look at the total cost over the life of the contract.

Once you have signed up:

- Keep a copy of the contract in a safe place.
- Let the service provider know if your situation changes e.g. mobile is stolen or you can't afford repayments/the bill.
- Don't lend your phone or buy them for others as you will be responsible for the charges.
- Check each bill to make sure the charges are correct.

Tips:

- Remember each call you make costs you money. Many people get a surprise when they get huge bills.
- Use a PIN number so only you can make calls from your mobile.

Julie loved the convenience of her new mobile. She made lots and lots of calls to friends and family. When the bill arrived she was shocked to find it was much more than she expected. Even though she then stopped using the phone she had to keep paying fees each month for a long time afterwards.

Pursue your rights – making complaints

If you have a problem, the first thing you should do is contact the seller or service provider. Explain to them what has happened and why you are disappointed. This can be done over the phone or in writing.

Calling by phone to complain to a trader:

- Write down what you want to say before you call.
- Have receipts and other documents handy.
- Be polite – it will not help your cause to lose your temper.
- Write down the name of the person you speak to.
- Write down the date and time you make the complaint and what you said.
- If the matter is serious consider following up your call with a letter.

Writing a letter to complain to a trader:

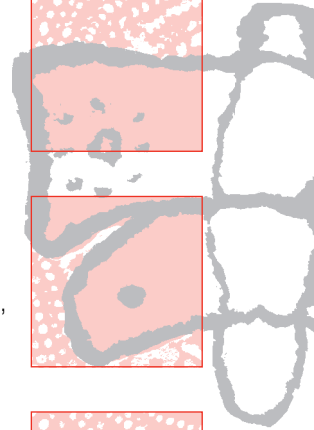
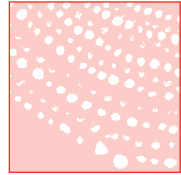
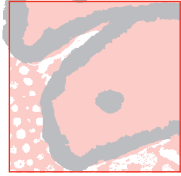
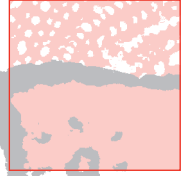
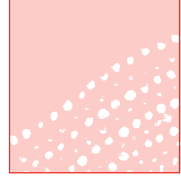
See example letters throughout this guide. Further examples can be found in the Office of Regulatory Services' publication "right it-*write it*" which is available online at www.ors.act.gov.au

Tips:

- Don't send original documents; take photocopies of receipts and guarantees.
- If you don't get a reply follow up with a reminder letter.
- Look at samples from the Office of Regulatory Services' publication "right it-*write it*".

What the Office of Regulatory Services can do:

- Give advice on how to solve the problem.
- If you want more help, you need to lodge a written complaint as soon as possible with the Office of Regulatory Services.
- The Office of Regulatory Services can contact the trader on your behalf, mediate and try to settle the matter.
- Indigenous Consumer Assistance Network (ICAN) can assist with lodging complaints and general consumer advice by contacting 1300 369 878.
- Where there is evidence of a possible breach of legislation, Office of Regulatory Services staff can investigate and take action.



Useful contacts

Office of Regulatory Services	(02) 6207 3000	www.ors.act.gov.au
Indigenous Consumer Assistance Network	1300 369 878	www.ican.org.au
Aboriginal Legal Services NSW/ACT Ltd	(02) 6249 8488	www.alsnswact.org.au
Aboriginal Justice Centre	(02) 6162 1000	www.actajc.org.au
ACT and Commonwealth Ombudsman	1300 362 072	www.ombudsman.gov.au
Small Claims Court	(02) 6217 4272	www.courts.act.gov.au
Residential Tenancies Tribunal	(02) 6217 4260	www.courts.act.gov.au
Tenants' Advice Service	(02) 6247 2011	www.tenantsact.org.au
Banking and Financial Services Ombudsman	1300 780 808	www.abio.org.au
Care Inc Financial Counselling	(02) 6257 1788	www.carefcs.org.au
Consumer Law Centre	(02) 6257 1788	www.carefcs.org.au
Citizens Advice Bureau	(02) 6247 7988	www.citizensadvice.org.au
Human Rights Commission	(02) 6205 2222	www.hrc.act.gov.au
Credit Tribunal	(02) 6217 4259	www.courts.act.gov.au
Telecommunications Industry Ombudsman	1800 062 258	www.tio.com.au
Australian Competition and Consumer Commission (ACCC)	1300 302 502	www.accc.gov.au
Insurance Ombudsman Service	1300 780 808	www.insuranceombudsman.com.au